



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

December 8, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN INFORMATION TECHNOLOGY,
INC. FOR THE MAINTENANCE OF THE COMPUTER AIDED DISPATCHING (CAD) SYSTEM
(ALL DISTRICTS) (4 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Authorize the Fire Chief of the Los Angeles County Fire Protection District (District) to enter into a multi-year, sole source contract with Northrop Grumman Information Technology, Inc. (NGIT) to provide system maintenance and technical services for the Computer Aided Dispatching (CAD) system. The specialized technical services are required to ensure continuous, uninterrupted CAD operations, which directly impact the health and safety of County residents as well as firefighters and paramedics.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Approve and instruct the Chairman to sign the attached sole source Computer Aided Dispatching (CAD) Master Maintenance Service contract, substantially to form of Attachment A, at a maximum five-year cost of \$2.3 million for ongoing maintenance and enhancements of the District's emergency dispatching system.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

BOURNA HILLS	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
ZUSA	CERRITOS	EL MONTE	INDUSTRY	LAKEWOOD	NORWALK	ROLLING HILLS	SOUTH GATE
WILLOW PARK	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
ELL	COMMERCE	GLENDALE	IRVINDALE	LAWDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
ELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
ELLFLOWER	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE
WADSBURY							WHITTIER

2. Award the contract to Northrop Grumman Information Technology, Inc., 15010 Conference Center Drive, Chantilly, Virginia 20151-3801, for a five-year period, from January 1, 2010 through December 31, 2014.
3. Authorize the Fire Chief or his designee to suspend and/or terminate the contract, if deemed necessary, in accordance with the District's contract for CAD Master Maintenance Services.
4. Find that this agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this request is to authorize the continuation of existing professional services that ensure an optimal systems and operational environment for the District's 24/7 emergency response dispatching system. The highly specialized services contained in the attached contract are required as the District's CAD system is proprietary to Northrop Grumman and they warrant their products to perform at a specified level. Any modification to their software by persons/entities other than their staff or designated subcontractors invalidates the warranty and performance assurances stipulated in the maintenance contract. The existing contract for these services, No. 74469, will expire on December 31, 2009.

As in previous contracts, this contract will include annual funding of \$200,000 which will be used to pay for professional services. The District utilizes the services to make incremental upgrades to hardware and software. The upgrades allow the District to meet required changes due to new annexations or mandates from outside government agencies. The services are performed at hourly rates and rate increases are approved only after the District determines the increase is in compliance with the County's COLA language.

This new contract also allows for a significant technology upgrade of the CAD system, at a cost of \$500,000, in calendar year 2010. This project, referred to as the Integrity Upgrade, will ensure optimal operations for this mission critical environment throughout the five-year term of this contract. The Integrity Upgrade will extend the life and functionality of the District's CAD systems by five to seven years.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal of Operational Effectiveness and Public Safety.

The service is to provide system maintenance and specialized technical services for the District's 24/7 emergency response dispatching system (CAD).

FISCAL IMPACT/FINANCING

The District's 2009 - 2010 adopted budget includes sufficient funding for the CAD System, including a hardware upgrade from the current HP Alpha servers to the HP Integrity servers. There is no impact to net County cost.

Due to the Integrity Upgrade the District will save up to \$100,000 in maintenance costs for the older hardware, over the life of the contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The contract has been reviewed and approved as to form by County Counsel, and properly executed by Northrop Grumman Information Technology, Inc. The Chief Information Officer has reviewed this request and concurs with the recommended actions.

In 1987, as the result of a competitive bid process, the Board of Supervisors approved a \$25.6 million, four-year project for the design and implementation of a Fire Command and Control System. The contract was awarded to PRC Public Management Services, Inc., now known as Northrop Grumman Information Technology, Inc. The CAD system, implemented in 1991, was a major component of that contract.

Since the initial implementation in 1991 Northrop Grumman Information Technology, Inc., has successfully maintained and supported the District's CAD system. The first Maintenance Agreement (No. 65794) was a five-year agreement for \$2.8 million approved by your Honorable Board on January 28, 1992. The second agreement (No. 70908) was a five-year agreement with the optional sixth year extension for \$2.2 million approved on July 29, 1997. The third agreement (No. 74469) for \$2.178 million approved May 27, 2003, was also a five-year agreement, with the optional sixth year extending the agreement through June 30, 2009. On June 16, 2009, your Honorable Board approved an extension of Contract No. 74469 for an additional six (6) month period to enable the completion of a newly negotiated contract between the District and Northrop Grumman. The new contract must be approved in order to ensure a continuation of services.

ENVIRONMENTAL DOCUMENTATION

The services provided through this Agreement will not have a significant effect on the environment, and therefore, this contract is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

CONTRACTING PROCESS

The District notified your Board of our intent to proceed with negotiating the sole source contract in February, 2009. This contract is a continuation of the CAD system maintenance and technical services to the District since 1987. Because of this long-term relationship with the District and Northrop Grumman Information Technology, Inc. intimate knowledge of the District's system, soliciting proposals and qualification statements would not be cost-beneficial to the District.

Health and Safety Code 13861 authorizes the District to approval this contract for specialized services.

The County's standard contract terms and conditions were aggressively negotiated by the District, with assistance from CEO Risk Management and county counsel. In the following instance, NGIT did not completely accept the County's Terms and the alternative language were negotiated as indicated,

1. **Assignment and Delegation** – NGIT insisted this provision be deleted from the contract in its entirety as they do not believe it is practical to notify or receive permission from the District regarding assignment and/or delegation.
2. **Confidentiality-** NGIT insisted the existing contract language in this provision be amended to include the following: *"Contractor shall indemnify, defend, and hold harmless District, County, its officer, employees and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld."*
3. **Budget Reductions-** NGIT insisted the existing contract language in this provision be amended to include the following: *"The Contractor and the District shall promptly enter into negotiations to reach mutual agreement upon the reduction of payment described in the first sentence of this Section 8.4, and the corresponding reductions in the scope of work. In the event parties reach mutual agreement upon such payment reductions, such payment reductions will be effective during the District fiscal year agreed to. In the event the parties cannot reach agreement on the payment reduction, the proposed payment reductions will not take effect, however the District may terminate this Agreement pursuant to Section 8.43 Termination for convenience."*
4. **Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List-** NGIT insisted the existing contract language in this provision be amended as follows: *"Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first*

consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract and whom the District has made know to Contractor."

5. **Consideration of Hiring GAIN/GROW Program Participants:** NGIT insisted the existing contract language in this provision be amended to include the following: *"In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority among County or GAIN/GROW Participants."*
6. **Indemnification: and Limitation of Liability:** *the standard county Indemnification provision as been amended to specify that NGIT will indemnify District only for liability arising directly from its negligent performance, and shall not be obligated to indemnify County for any damages attributable to County's negligence. The Contract also includes a provision which limits NGIT's and its sub-contractor's liability for damages to District to one and one-half times (1.5) the value of this Contract, which will not exceed the amount of 2.3 million. The provision also provides that not party to the Contract will be held liable to the others for any consequential, incidental indirect, punitive or special damages (such as loss of profits, data, or goodwill).*
7. **Insurance:** *NGIT will provide required evidence of its insurance coverage, but will not disclose information concerning its policy deductible amounts. It also will not give the District the specific right to obtain damages from NGIT for any breach by NGIT of the contract insurance requirements.*
8. **Liquidated Damages:** *This clause is now identified as Withhold Remedy. NGIT insisted on deleting the following language from the Provisions: "Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District. The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract."*
9. **Notice to Employees regarding the Safely Surrendered Baby Law:** NGIT insisted the existing contract language in this provision be amended as follows: *"The Contractor shall*

notify and provide to its employees, assigned to the Contract and Located in Los Angeles County, and shall require each subcontractor to notify and provide to its employees, assigned to this Contract and located in Los Angeles County a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes."

- 10. Termination for Convenience:** NGIT insisted that including the following language: *"In the event of Termination for Convenience of the District, the District shall be liable to Contractor for all work performed and all costs incurred by Contractor (including profit) in performance of the Agreement through the effective date of termination. Contractor shall submit an invoice for all such costs within ninety (90) days of the effective date of termination and such invoice shall be paid by the District within thirty days of the date of such invoice. Termination for convenience is deemed to prejudice any right of Contractor to make a claim against District in accordance with applicable law and District procedures for payment for Work performed and cost incurred through the effective date of termination."*

Although the above contract provisions depart from the County's standard provisions, they represent the best position that could be obtained by the District. This contract is submitted to your Board for approval with the District's belief that they are commercially reasonable and represent a minimal risk position for the District given the District's need for these services. The nature of this contract is to provide maintenance and services that is necessary and essential to the District's CAD System.

It is recommended that your Board approve this contract with the identified exceptions that were negotiated, based upon the identified business and operational needs for this contract, see price sheet (Attachment B).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will have direct and immediate impact on the District's Computer Aided Dispatch System, which ties directly to the County's CAD emergency call system. Any changes in contractor could adversely affect the District's ability to respond to emergency calls and have a negative impact on the health and safety of County residents and firefighters.

CONCLUSION

Upon execution by your Honorable Board, the District requests that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when the documents become available.

Respectfully submitted,


P. MICHAEL FREEMAN

PMF:lg

Reviewed by:


RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Attachments (3)

c: Chief Executive Officer
Chief Information Officer
Acting County Counsel
Executive Officer, Board of Supervisors

CIO ANALYSIS

CONTRACT WITH NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. FOR THE MAINTENANCE OF THE FIRE COMPUTER AIDED DISPATCHING (CAD) SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other (MSA)

New/Revised Contract Term: Base Term: 5 Years # of Option Yrs: N/A

Contract Components:

☐ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: P. Michael Freeman, Fire Chief

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Maximum Contract Amount	\$ 1,337,840
Contingency	\$ 1,000,000
Aggregate Project Amount	\$ 2,337,840

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project sub vented?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT and security standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)? A one time hardware purchase does not require tracking via ITTS.

Project/Contract Description:

The Fire Department (Fire) is requesting Board authorization for the Fire Chief to execute a new five-year contract with Northrop Grumman Information Technology, Inc. (Northrop Grumman) to continue providing system maintenance and technical services for the Fire Department's Computer Aided Dispatching (CAD) System. The contract term is for five years with a contract sum not to exceed \$2,337,840.

Background:

Fire's current CAD system has been in operation since 1991. Since that time, the vendor (originally PRC Public Management Services, Inc., currently Northrop Grumman) has continually provided maintenance and support services under a series of multiyear agreements. The most recent agreement (No. 74469) was approved May 27, 2003, and expires December 31, 2009.

Project Justification/Benefits:

The proposed CAD maintenance agreement will allow for continued maintenance, support and hardware upgrades so that this critical public safety system will continue to provide 24/7 service.

Project Metrics:

The new CAD maintenance agreement will provide for CAD system support through 2014. It will also include replacement of server hardware that has reached end of service life. The Agreement identifies hours, days and response time requirements for both standard and emergency support issues for hardware, system software and application software. They are consistent with the current agreement. The Agreement contains a detailed definition of the hardware upgrade scope of work, including tasks, responsibilities, deliverables, problem resolution procedures and vendor response time requirements. The Department will manage ongoing maintenance and hardware upgrade activities based on these metrics.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this extension is not approved, Fire runs the risk of interruption of support and maintenance for a critical public safety system. Potentially, this could impact the Department's ability to respond to emergency calls from the public.

Alternatives Considered:

The CAD system is proprietary to Northrop Grumman and no other alternatives were considered. Northrop Grumman has been providing maintenance since the CAD system became operational in 1992. A Sole Source justification was approved by the Chief Executive Office in March 2009.

Project Risks:

Continuing with the current maintenance organization removes the most significant risk to ongoing use of the Fire CAD system. The contract provides for replacement of the HP Alpha server hardware, for which HP will be ending maintenance support, with modern HP Integrity hardware, thus removing another important potential risk. The hardware replacement, scheduled for 2010, will require careful, detailed planning in order to avoid interruption of systems operations.

Risk Mitigation Measures:

Detailed project planning and approval will be required for the server hardware replacement effort which is scheduled to occur in 2010.

Financial Analysis:

The maximum contract sum is \$2,337,840. The contract costs are itemized in the table below.

Description	Amount
Hardware & software maintenance & support services	\$ 837,840
Hardware Replacement	500,000
Contingency for on-demand maintenance	1,000,000
Total	\$ 2,337,840

This amount is comparable to the three previous maintenance agreements with the vendor for the Fire CAD system. Fire represents that the contract will be funded through current and future operating budgets.

CIO Concerns:

None.

CIO Recommendations:

The Chief Information Office recommends Board approval of the proposed contract.

CIO APPROVAL

Date Received: October 20, 2009

Prepared by: John Amstein

Date: October 22, 2009

Approved: 

Date: 11/5/2009



CONTRACT

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

AND

NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.

FOR

CAD MASTER MAINTENANCE SERVICES

CONTRACT

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CONTRACT

- EXHIBITS -

- A STATEMENT OF WORK
- B PRICE SHEET
- C CONTRACTOR'S EEO CERTIFICATION
- D DISTRICT'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F *FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION*
 - F1-IT CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G JURY SERVICE ORDINANCE
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Contract No.: _____

**CONTRACT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
AND**

This Contract, including all Exhibits, is made and entered into this _____ day of _____, 2009,

by and between CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY
(hereafter "District"),

and NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. (hereafter “Contractor”).

RECITALS

WHEREAS, the District currently operates the Fire Command and Control Center with highly technical computer systems (hereinafter "SYSTEMS") requiring 24-hour service and maintenance to assure public safety; and

WHEREAS, CONTRACTOR is uniquely qualified to service and maintain these systems because they designed and installed the existing software and hardware utilized by the District; and

WHEREAS, the District in accordance with Government Code Section 31000 and Health and Safety Code 13861, may enter into contracts for specialized services; and

WHEREAS, it is neither practical not economical for the District to maintain a sufficient number of permanent professional staff to meet peak demands for such services as they occur and CONTRACTOR is well qualified to perform such services; and

WHEREAS, CONTRACTOR for the consideration hereinafter set forth, hereby agrees to furnish these Computer Aided Dispatch (Hereinafter "CAD") software and hardware maintenance services and technical support, as directed by the DISTRICT; AND

WHEREAS, the Contract and all exhibits are all attached hereto and incorporated herein by this reference, are agreed to by the DISTRICT and CONTRACTOR to constitute the CONTRACT documents; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the DISTRICT and CONTRACTOR agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

1.1 STANDARD EXHIBITS

- EXHIBIT A - STATEMENT OF WORK
- EXHIBIT B - PRICE SHEET
- EXHIBIT C - CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT D - DISTRICT'S ADMINISTRATION

- EXHIBIT E - CONTRACTOR'S ADMINISTRATION
- EXHIBIT F - FORMS REQUIRED AT THE TIME OF CONTRACT
EXECUTION
- EXHIBIT G- JURY SERVICE ORDINANCE
- EXHIBIT H- SAFELY SURRENDERED BABY LAW
- EXHIBIT I - FORMS REQUIRED AT COMPLETION OF CONTRACTS
INVOLVING INTELLECTUAL PROPERTY
DEVELOPED/ DESIGNED BY THE CONTRACTOR

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **ANNIVERSARY DATE:** January 1, has been designated as the Anniversary Date for this Contract.
- 2.2 **AUDITOR-CONTROLLER:** The Department within the County of Los Angeles that is responsible for auditing business operations and paying debts.
- 2.3 **BOARD OF SUPERVISORS:** The Board of Supervisors of the County of Los Angeles, acting as governing body, having the legal authority to negotiate and sign contracts for the subject DISTRICT.
- 2.4 **CAD:** The Computer Aided Dispatch System (CAD) developed by NOTHROP GRUMMAN PUBLIC SAFETY, INC., and utilized by the CONSOLIDATED FIRE PROTECTION DISTRICT.

- 2.5 CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work - Exhibit A*
- 2.6 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A*- NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.,
- 2.7 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.8 COUNTY:** Refers to the County of Los Angeles.
- 2.9 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.10 DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.
- 2.11 DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.
- 2.12 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.
- 2.13 DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.14 DISTRICT RECORDS SYSTEMS:** Current and future DISTRICT developed system, developed under DISTRICT'S directions per DISTRICT'S specifications, but which do not contain any NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC., proprietary software code. Current systems are known as Electronic Timekeeping, Training and Certification Tracking (TACT) and USAR Deployment.
- 2.15 FIRE CHIEF:** The Fire Chief of the Consolidated Fire Protection District of Los Angeles County or his authorized representative(s). i.e., Chief Deputy.

- 2.16 FIRE DEPARTMENT:** The Consolidated Fire Protection District of Los Angeles County is responsible for administration of the CONTRACT, Located at 5815 Rickenbacker Road, Commerce, California, 90040.
- 2.17 FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.18 NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC.:** NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC., a corporation responsible for the development and installation of the Consolidated Fire Protection District's CAD/FIRS Systems. NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. operating through its Commercial State & Local Programs Business unit located at 15010 Conference Center Drive, Chantilly, VA 20151-3801.
- 2.19 SITE:** The Consolidated Fire Protection District's Fire Command and Control Facility (FCCF), at 1320 N. Eastern Ave., Los Angeles, CA 90063.
- 2.20 SOFTWARE SYSTEM:** The CAD System developed by and owned by NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC., licensed to and utilized by the DISTRICT.

3.0 STATEMENT OF WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A*
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for a period of five (5) years commencing after execution by the Board of Supervisors and remaining in effect for five years after the January 1, 2010 Anniversary date or until December 31, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 Contractor shall notify District when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D – District's Administration*.

5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for CAD Master Maintenance Services shall not exceed \$ 2.3 million for five (5) years.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval. However, the Contractor may assign or transfer any of its rights or obligation hereunder in whole or part without the prior written consent of the District, to another of its U.S. corporate affiliates so long as sufficient assets, personnel and other resources necessary to perform the obligations hereunder remain available.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration*.
- 5.4 **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service

provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration or termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with its *Price Sheets*.

5.5.3 The Contractor's invoices shall contain the information set forth in the *Statement of Work - Exhibit A* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Payment to Contractor for Maintenance Services as set forth in the Statement of Work shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Payment for all work other than Maintenance Services shall be made in accordance with the Milestone Payment Schedule for the work, as set for in the Statement of Work. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County
Financial Management Division – Expenditure Management
P.O. Box 910901
Commerce, California 90091-0901**

Contractor shall also send one (1) copy of the invoice to the District representative authorizing the services, which shall review and approved all invoices of payment. A copy shall be mailed or faxed to:

**Consolidated Fire Protection District of Los Angeles County
Attention: Rob Sawyer, Chief
Information Management Division
5815 Rickenbacker Road
Commerce, California 90040**

5.5.5 District Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the District Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the District. To assist the District in making timely payment for services provided hereunder, Contractor's invoice shall contain the following:

- (1) Contract number
- (2) Date of Services
- (3) A breakdown of labor hours, hourly rate and material costs as separate items, (itemized listing of services covered for each invoices) e.g., Labor: 3 tests @ \$30/per test = \$90.00

This detail is required when job price is quoted as time and material at the beginning of any individual work item.
- (4) Fixed fees (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee.

- (5) Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the order and will result in non-payment.

5.6 COST OF LIVING ADJUSTMENTS (COLA's)

The contract's hourly Consultant rates may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

DISTRICT ADMINISTRATION

A listing of all District Administration referenced in the following Sub-paragraphs are designated in *Exhibit D - District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 DISTRICTS CONTRACT DIRECTOR

The responsibilities of the District's Contract Director include:

- Ensuring that the objectives of this Contract are met; and

- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

6.2 DISTRICT'S CONTRACT ADMINISTRATOR

The responsibilities of the District's Contract Administrator include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

6.3 DISTRICT'S CONTRACT PROJECT MANAGER

The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- Meeting with Contractor's Project Manager on a regular basis and
- Inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall give consideration to the District's opinion concerning placement of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance.

7.4.2 District may request that the Contractor's staff be immediately removed from working on the District Contract at any time during the term of this Contract. District will provide to the Contractor any disqualifying information obtained through the District conducted background clearance that is used as the basis for removal of any employee.

7.4.3 District may immediately, at the sole discretion of the District, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 The Contractor shall maintain the confidentiality of all records and information that is identified by the District as confidential in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. The District shall provide copies of all such County policies to Contractor.

7.5.1.1 The restrictions imposed by this agreement upon the use of "Confidential Information" shall not apply to information that:

- a) was in the public domain at the time it was disclosed, or thereafter passed into the public domain other than by an act in violation of this Agreement by Recipient, or
- b) was known to the Contractor at the time of disclosure, or thereafter become know, provided such knowledge as lawfully derived from a source other than the Discloser, or
- c) was used or disclosed without restriction with the prior written approval of the Discloser, or
- d) was independently developed by the Recipient and all such development efforts can be documented, or
- e) was disclosed by the Discloser to a third Party without restriction.

7.5.2 Contractor shall indemnify, defend, and hold harmless District, County, its officer, employees and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees,

arising from any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval. Such approval shall not be unreasonably withheld.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 The Contractor shall sign and adhere to the provisions of the *Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement - Exhibit F1-IT*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed between the Contractor and by the District's Fire Chief or his/her designee.

8.1.2 The District's Board of Supervisors or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the

District's Board of Supervisors upon the mutual agreement of the Contractor and the District. Any such addition and/or changes which affect the work effort and/or cost to Contractor shall entitle Contractor to an equitable adjustment in price and/or schedule. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee and the Contracts Manager of Contractor.

- 8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1** Nothing herein shall restrict the right of contractor to assign its rights and duties under this Contract in connection with any corporate sale, merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.

- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the District's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar

reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The Contractor and the District shall promptly enter into negotiations to reach mutual agreement upon the reduction of payments described in the first sentence of this Section 8.4, and the corresponding reductions in the scope of work. In the event parties reach mutual agreement upon such payment reductions, such payment reductions will be effective during the District fiscal year agreed to. In the event the parties cannot reach agreement on the payment reduction, the proposed payment reductions will not take effect, however the District may terminate this Agreement pursuant to Section 8.43 Termination for convenience.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after Contract's effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) business days for District approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the District's Project Manager of the status of the investigation within twenty (20) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the District's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guideline, policies and procedures and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents from and against any and all claims, demands, damages, liability, losses, costs, and expenses, including, without limitations, defense costs and legal, accounting and other expert, consulting or professional fees, arising from any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules regulations, ordinances, directives, guidelines, policies, or procedures. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Such approval shall not be unreasonable withheld. District shall have the right to participate in any such defense at its sole cost and expense and shall be entitled to retain its own counsel. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without

District prior written approval, which shall not be unreasonable withheld.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with

the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County, District or a subcontract with a County or District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the District under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole

discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all applicable conflict of interest laws, ordinances, and regulations now in effect. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract and whom the District has made known to Contractor.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority among County or GAIN/GROW Participants.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the District's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires documented information concerning the substandard performance of the Contractor on this Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the District.

8.12.3 Non-responsible Contractor

The County or District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) a committed negligent act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or District or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the District will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for a least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes support documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of District Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law"

poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at **www.babysafela.org**.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the District's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place

performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract for default in accordance with Section 8.44 or impose other penalties as specified in this Contract.

8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, District may make any necessary repairs. All reasonable costs incurred by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all

such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in the is sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" means subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the

relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising directly from the Contractor's negligent performance under this Contract. However, Contractor shall not be obligated to indemnify County for any Damages attributable to County's Negligence.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Consolidated Fire Protection District of Los Angeles
County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- *Specifically identify this Contract;*
- *Clearly evidence all coverage's required in this Contract;*
- *Contain the express condition that the Contractor shall endeavor to give the District written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;*
- *Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and*
- *Identify any deductibles or self-insured retentions for the District's approval.*

8.24.2 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

8.24.3 Notification of Incidents, Claims or Suits: Contractor shall report to the District:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District's Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.4 Compensation for District Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to

comply results in any costs to the District, the Contractor shall pay full compensation for all reasonable costs incurred by the District.

8.24.5 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the County or District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense:

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **\$1 MILLION** for each accident. **Such insurance shall include coverage for all**

“OWNED,” “HIRED,” and “NON-OWNED” vehicles, or coverage for “ANY AUTO.”

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Professional Liability/Errors and Omissions: Insurance covering Contractor’s liability arising from or related to this Contract, with limits of not less than \$2 million per claim. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation. Contractor may satisfy its obligations to provide intellectual property liability coverage through use of self-insurance.

8.26 WITHHOLD REMEDY

8.26.1 If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by

the District, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

8.26.3 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.27 LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of Contractor and its subcontractors to District under this Agreement shall be limited to one and one-half times (1.5X) the value of this Agreement, as set forth herein. In no event will District, Contractor or its subcontractors be liable for consequential, incidental indirect, punitive or special damages (including loss of profits, data, business or goodwill) even if advised or the likelihood of such damages. The Provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort, or otherwise. No terms of this agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the District and Contractor.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any

county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.29.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.

8.29.7 If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District Contract Administrator and/or District Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District Contract Administrator and/or District Contract Director is not able to resolve the dispute, the District or designee, shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, assigned to the Contract and Located in Los Angeles County, and shall require each subcontractor to notify and provide to its employees, assigned to this Contract and located in Los Angeles County a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H, Safely Surrendered Baby Law*, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Negotiation process for this Contract, become the property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Contract Director. The District shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of District, indicate in its proposal and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to

its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records previously disclosed to District by Contractor relating to this Contract. All such material, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time.

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- Other pertinent information and/or certifications requested District.

8.41.3 The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.41.5 The District Contract Director is authorized to act for and on behalf of the District with respect to approval of a subcontract.

8.41.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

8.41.7 Before any subcontractor employee may perform any work hereunder, the Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Consolidated Fire Protection District of Los Angeles County
Materials Management Division / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, California 90040-4001

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to

District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 Upon the effective date of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

Nothing in the section 8.43, Termination for Convenience is deemed to prejudice any right of Contractor to make a claim against District in accordance with applicable law and District procedures for payment for Work performed and cost incurred through the effective date of termination.

8.44 TERMINATION FOR DEFAULT

8.44.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverables, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.44.2 In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all reasonable excess costs incurred by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to; acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.44.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.44.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43- Termination for Convenience.

8.44.5 The rights and remedies of the District provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance

pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District Contract Director charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the District provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST POLICY

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the District's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under

this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.1.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the

information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. District shall have the right to inspect copy and use at any time during and

subsequent to the term of this Contract, any and all such working papers and all information contained therein. Notwithstanding the terms of 9.2.2. above, nothing herein shall act to grant any rights in the existing Northrop Grumman computer Aided Dispatch software maintained under this contract, including any modifications, enhancements or derivatives.

- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 The District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the District will not be obligated to the Contractor in any way under sub-paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.2.3 or for any disclosure which the District is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this sub-paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

9.3.1 The Contractor shall indemnify, hold harmless and defend the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that District continued use of the system is not materially impeded, shall either:

- ❖ Procure for the District all rights to continued use of the questioned equipment, part, or software product; or
- ❖ Replace the questioned equipment, part, or software product with a non-questioned item; or
- ❖ Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended or should the District fail to apply any date or change as directed by the Contractor.

9.4 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.4.3 Contractor shall not willfully and knowing make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District or County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.4.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: _____

By _____
Name

Title

CONSOLIDATED FIRE PROTECTION
DISTRICT:

By _____
Chairman Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
ACTING County Counsel

By _____
Deputy

FY2010 Maintenance Rates
LACFD

October 27, 2009

**LACFD/NGIT CAD Master Maintenance Agreement
ON-DEMAND MAINTENANCE SUB-AGREEMENT
FY 2010 Consultant Rates
(January 1, 2010 to December 31, 2010)**

<u>Hourly Fee</u>	<u>Class of Consultant</u>
\$172.88 /hr.	Senior Engineer
\$161.35/hr.	Computer Analyst
\$180.94/hr.	Senior Computer Analyst
\$231.65/hr	Principal Computer Analyst
\$242.02/hr.	Database Administrator
\$180.94/hr.	Senior Database Analyst
\$231.65/hr.	Principal Database Analyst
\$209.75/hr.	Principal Functional Analyst
\$230.50/hr.	Project Manager

EXHIBIT C
PROJECTED PAYMENT SCHEDULE
YEARLY SUMMARY - CY2010-2014

Attachment B						
I. PROJECTED EXPENDITURES - WITHOUT INCREASES:						
SECTION	Period 1 1/1/2010 12/31/2010	Period 2 1/1/2011 12/31/2011	Period 3 1/1/2012 12/31/2012	Period 4 1/1/2013 12/31/2013	Period 5 1/1/2014 12/31/2014	CONTRACT TOTALS
ITEM A EQUIPMENT ON HP/COMPAQ MAINTENANCE	N/A	N/A	N/A	N/A	N/A	
System Hardware	N/A	N/A	N/A	N/A	N/A	
System Software	N/A	N/A	N/A	N/A	N/A	
TOTAL ITEM A Maintenance	N/A	N/A	N/A	N/A	N/A	
ITEM B SOFTWARE ON PSI MAINTENANCE	N/A	N/A	N/A	N/A	N/A	
CAD/Oracle/Trifox Software (No RMS)	N/A	N/A	N/A	N/A	N/A	
ITEM C POWER DISTRIBUTION ON MAINTENANCE	N/A	N/A	N/A	N/A	N/A	
Power Distribution System	N/A	N/A	N/A	N/A	N/A	
PROJECTED EXPENDITURES	N/A	N/A	N/A	N/A	N/A	
CONTINGENCY BUDGET	N/A	N/A	N/A	N/A	N/A	
Unanticipated/On-demand Maintenance	N/A	N/A	N/A	N/A	N/A	
CAD Alpha Upgrade	N/A	N/A	N/A	N/A	N/A	
MAXIMUM ANNUAL EXPENDITURE:	N/A	N/A	N/A	N/A	N/A	
TOTALS	\$0	\$0	\$0	\$0	\$0	
II. PROJECTED EXPENDITURES WITH MAXIMUM INCREASES:						
SECTION	Period 1 1/1/2010 12/31/2010	Period 2 1/1/2011 12/31/2011	Period 3 1/1/2012 12/31/2012	Period 4 *	Period 5 *	CONTRACT TOTALS
ITEM A EQUIPMENT ON HP/COMPAQ MAINTENANCE						
Legacy System Hardware	\$44,617	\$46,848	\$49,190	\$54,109	\$59,520	\$254,284
Legacy System Software	\$5,230	\$5,491	\$5,766	\$6,343	\$6,977	\$29,806
New Alpha System Hardware (commencing 10/1/06)	\$13,481	\$14,155	N/A	N/A	N/A	\$27,636
New System Software (commencing 10/1/06)	\$10,156	\$10,664	N/A	N/A	N/A	\$20,820
New DecServer 732 (Commencing 1/1/09)	\$1,074	\$1,127	\$1,184	\$1,302	\$1,433	\$6,120
CAD JR (Commencing 9/1/08)	\$4,108	\$4,313	\$4,529	\$4,982	\$5,480	\$23,412
TOTAL ITEM A Maintenance	\$78,666	\$82,598	\$60,669	\$66,736	\$73,409	\$362,078
ITEM B SOFTWARE ON PSI MAINTENANCE						
CAD/Oracle/Trifox Software (No RMS)	\$74,430	\$80,859	\$87,881	\$95,552	\$103,933	\$442,655
ITEM C POWER DISTRIBUTION ON MAINTENANCE						
Power Distribution System	\$5,991	\$6,291	\$6,606	\$6,936	\$7,283	\$33,107
PROJECTED EXPENDITURES	\$159,087	\$169,748	\$155,156	\$169,224	\$184,625	\$837,840
CONTINGENCY BUDGET						
Unanticipated/On-demand Maintenance	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
CAD Integrity Upgrade	\$500,000					\$500,000
MAXIMUM ANNUAL EXPENDITURE:						
TOTALS	\$859,087	\$369,748	\$355,156	\$369,224	\$384,625	\$2,337,840
				* Item A Equipment Maintenance in Years 4 and 5 is subject to availability from 3rd party suppliers		